

January 6, 2006

Ms. Kelly Carpenter
Director of Finance
City of Wichita
455 North Main, 12th Floor
Wichita, Kansas 67202

**RE: Hyatt Regency Wichita Hotel
Wichita, Kansas - Asset Monitoring Services**

Dear Ms. Carpenter:

At your request, we are pleased to present this letter to renew our engagement to perform certain operational and financial monitoring services with respect to the Hyatt Regency Wichita Hotel. This engagement letter outlines those services and the timing and estimated fees associated with the services.

APPROACH

PKF Consulting ("PKF") will provide assistance to the City of Wichita. (the "City") in the monitoring of the Hyatt Regency Wichita Hotel (the "Hotel's") operations. It is anticipated that PKF will continue as a vital link between you and property management. Based on our discussions, we propose a combination of monthly and quarterly monitoring services, with certain services being provided on an annual basis.

Monthly Monitoring

Each month, we will:

1. evaluate monthly operating and financial results, comparing them to budgeted results and noting areas of material variances;
2. follow up with management to determine the reasons for material variances from budget;

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3. compare monthly financial results to prior period results to recognize material changes or trends which warrant further investigation or closer monitoring;
4. determine what, if any, significant operational changes have been made since the prior period and what agreed upon operational changes have not yet been implemented;
5. discuss expected near-term operations with management to determine if significant issues exist which management or the City need to address and to determine if future operations are expected to differ materially from budgeted results; and
6. email our findings to you and/or your representative.

Quarterly Monitoring

On a quarterly basis, we will visit the property and:

1. meet with management to thoroughly discuss historic operations, significant operational issues and near-term opportunities and concerns;
2. inspect the facilities;
3. observe the adequacy of service levels, maintenance and housekeeping;
4. view progress on specified major capital projects;
5. perform certain limited evaluations of internal controls;
6. obtain documentation for unusual and/or large cash disbursements; and,
7. obtain documentation for disbursements to the management company and any other related entities;
8. analyze significant accounts receivables and payables and note material increases or decreases which deserve further attention; and,

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9. discuss our findings with you.

Annual Services

On an annual basis, we will:

1. evaluate management's Marketing Plan, Annual Plan (budget) and Capital Budget, discuss our comments with you and, at your request, discuss our comments with management and attend owner's meetings with you; and
2. compare the Hotel's operating results with those of comparable hotels and discuss areas of material, unexplainable differences with you.

We believe that periodic, ongoing meetings and discussions with you will prove quite beneficial to maximizing the Hotels' financial performance. During these meetings, mutually agreed-upon goals will be set. These will be goals that will directly benefit the City's position, which may or may not be consistent with the goals set forth by management. Once these goals are set, a resolution date will be established and monitored for compliance.

PROFESSIONAL FEES

Our fees for this engagement will be based on the actual time spent at our hourly rates. Based on the scope of services described herein, we have estimated fees for this engagement as shown in the following table. To conduct this monitoring effectively, both the monthly and quarterly services must be performed. The monthly monitoring could be provided on a quarterly basis also, resulting in a slight savings in fees, but we recommend monthly monitoring (initially) to increase your ability to respond quickly to potential problems we might uncover and to let management know that you are closely following their performance and the performance of your asset. Our fee for this service will be \$36,000 per year payable at the rate of \$3,000 per month.

These fees and rates are valid for the period January 1, 2006 to December 31, 2007. We can discuss fee estimates for special services on an as-required basis. If we find that the services are requiring materially more or less time than anticipated, we will discuss the matter with you so that a mutually-acceptable revision may be made.

Travel and other expenses including typing, reproduction, report processing, telephone usage, postage and express delivery have not been included in the above estimate but will be added to our invoices at cost. This engagement can be canceled at any time

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upon 30 days written notice to the other party. If the decision is made to suspend the engagement, only professional fees and expenses incurred to date will be billed.

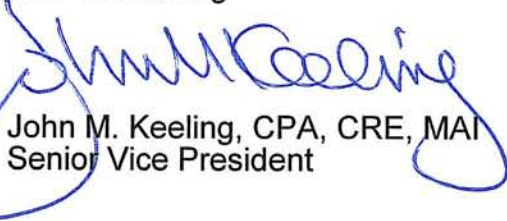
Because of our ongoing relationship with the City, we have waived our retainer requirements for this engagement. Fees and expenses will be billed monthly as the work progresses. Invoices will be due and payable upon receipt.

ACCEPTANCE

We appreciate this opportunity to present this proposal. If you have any questions regarding the information outlined herein, please call me at (713) 621-5252, extension 20. To indicate your acceptance of this proposal, please sign the enclosed copy and return it to us.

Sincerely,

PKF Consulting



John M. Keeling, CPA, CRE, MAI
Senior Vice President

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ACCEPTED BY:

Signature

Name Printed

Title

Date

INDEMNIFICATION AGREEMENT

The City of Wichita ("Owner"), hereby agrees to indemnify and hold PKF Consulting, Gregory C. Crown (individual), John M. Keeling (individual), and Harris Wolpert (individual) (the foregoing entities and individuals being hereinafter called "Asset Managers") free and harmless from all loss, liability or cost (including reasonable attorneys' fees) which is finally determined to not be covered by insurance proceeds which Asset Managers may sustain, incur or assume as a result of, or relative to, any allegations, claim, proceeding, charge or prosecution (collectively "Claims") which may be alleged, made, instituted or maintained against Asset Managers or Owner, jointly or severally, arising out of or based upon the ownership, management, operation, condition or use of the facility known as the Hyatt Regency Wichita (the "Hotel"), including without limitation, injury to persons and damage to property or business by reason of any cause whatsoever in and about the Hotel or elsewhere, and any requirement or award relating to course of employment, working conditions, wages and/or compensation of employees or former employees at the Hotel, regardless of whether such injury or damage is caused by negligence on the part of the Asset Managers, their agents, employees or independent contractors; provided, however, Owner shall not be liable to indemnify and hold Asset Managers harmless from any such uninsured loss, liability, cost, or Claim which is determined to have resulted from the gross negligence or willful misconduct of Asset Managers, or any of them, or their agents, employees or independent contractors. This indemnification shall apply to all Claims arising out of causes occurring during the period covered by the current ongoing engagement between Owner and Asset Managers, namely January 1, 2006 through December 31, 2007.

By: _____

Title _____

Date: _____